United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408



# IN THE UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP) JOINTLY ADMINISTERED

U.S. BANKRUPTCY COURT SO DIST OF NEW YORK

## TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed, R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BANCA MEDIOLANUM SPA

Name of Transferee

Name and Address where notices to transferee

should be sent:

Via F. Sforza, 15 Basiglio (MI)

20080 Italy

Attn: Head of operation control unit E-mail: LehmanTeam@mediolanum.it

Phone: 0039 02 90492737 Last Four Digits of Acet #: N/A

Name and Address where transferee payments should be sent (if different from above):

Phone:

Last Four Digits of Acct #: N/A

Banca Fideuram S.p.A

Name of Transferor

Court Claim #: 51229

Amount of Claim: \$ 258,266,052.60

Date Claim Filed: 28/10/2009

Phone: 0039 06 59027549

Last Four Digits of Acct. #: N/A

Date: 29 October 2013

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief,

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 .S C. §1152 & 3571.

Du

Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 29th day of October 2013.

BANCA MEDIOLANUM S.P.A.

By: \_\_\_\_\_\_ Name: Massimo Doris

Title: Chief Executive Officer

Via F. Sforza

20080 Basiglio (Milano), Italy

Attn: Stefano Greco phone 0039 0290492941 fax 0039 0290492406

mail LehmanTeam@mediolanum.it

BANCA FIDEURAM S.P.A.

Name: Emanuele Castro Title: Legal Department

Piazzale G. Douhet 31 Roma 00143, Italy

Attn: Emanuele Castro phone 00390659027565 fax 00390659027211

mail dir-legale@bancafideuram.it

Schedule 1

BANCA FIDEURAM S.P.A.

## **Transferred Claims**

### **Purchased Claim**

0.053769% of XS0176153350 = USD 15,044.56 of USD 27,979,888.53 (i.e. the outstanding amount of XS0176153350 as described in the Proof of Claim dated 26 October, 2009 and filed on 28 October, 2009),

Which equals 0.005825% of the Proof of Claim = USD 15,044.56 of USD 258,266,052.60 (the outstanding amount of the Proof of Claim dated 26 October, 2009 and filed on 28 October, 2009).

0.616903% of XS0178969209 = USD 15,092.21 of USD 2,446,447.69 (i.e. the outstanding amount of XS0178969209 as described in the Proof of Claim dated 26 October, 2009 and filed on 28 October, 2009),

Which equals 0.005843% of the Proof of Claim = USD 15,092.21 of USD 258,266,052.60 (the outstanding amount of the Proof of Claim dated 26 October, 2009 and filed on 28 October, 2009).

### Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN FRN 2013	XS0176153350	Lehman Brothers Treasury Bv	Lehman Brothers Holdings Inc.	EUR 10,000 (equivalent to USD 14,151.00)	10/10/2013	EUR 10,631.45 (equivalent to USD 15,044.56)
LEHMAN INFL 2013	XS0178969209	Lehman Brothers Treasury Bv	Lehman Brothers Holdings Inc.	EUR 10,000 (equivalent to USD 14,151.00)	26/11/2013	EUR 10,665.12 (equivalent to USD 15,092.21)

BANCA MEDIOLANUM S.P.A.

Schedule 1-1